

2. The anti-discrimination laws are intended to afford pregnant workers and women the same rights as other employees, and provide them with the dignity and respect they deserve. As such, this is an action for declaratory, injunctive, and monetary relief to redress Defendants' unlawful employment practices, including unlawful discrimination against Plaintiff based on her gender and/or pregnancy. The unlawful discrimination described herein was committed in violation of the New York State Human Rights Law, N.Y. Executive Law §§ 290 *et seq.* ("NYSHRL") and the New York City Human Rights Law, N.Y. City Administrative Code §§ 8-101 *et seq.* ("NYCHRL"). The unlawful labor practices described herein were committed in violation of the New York Labor Law §§ 650 *et seq.*, § 191, and § 195(3) ("NYLL").

ADMINISTRATIVE PROCEDURES

3. Following commencement of this action, a copy of this Complaint will be served both on the New York City Commission on Human Rights and the Office of the Corporation Counsel of the City of New York, thereby satisfying the notice requirements of the New York City Administrative Code.

4. Any and all other prerequisites to the filing of this suit have been met.

PARTIES

5. Plaintiff Chadel Reyes is a female former employee of Twin Donut, Inc. Ms. Reyes was terminated from her position as a cashier at the company's 5099 Broadway, New York, NY 10034 location on or around May 6, 2018. She is a resident of Bronx County, New York and at all relevant times met the definition of an "employee" and/or "eligible employee" under all applicable statutes.

6. Defendant Twin Donut, Inc. is a domestic business corporation. At all relevant times, Defendant Twin Donut, Inc. met the relevant definition of "employer" and/or a "covered

employer” under all relevant statutes.

7. Upon information and belief, Defendant George Psathas is the owner of Twin Donut, and controls its operations and determines its policies and practices. At all relevant times, Defendant Psathas met the definition of “employer” and/or a “covered employer” under the NYSHRL and NYCHRL, as he made payment of Ms. Reyes’ salary and wages and had the authority to hire and fire Ms. Reyes, direct her work activities, assign her job responsibilities, and monitor her performance.

FACTUAL ALLEGATIONS

8. Ms. Reyes began working as a cashier at the Twin Donut located at 5099 Broadway, New York, NY 10034 in or around April 2017.

9. Twin Donut opened its first store in 1959 and offers its customers freshly made donuts and coffee, as well as salads, soups, sandwiches, and other menu items.

10. Upon information and belief, Twin Donut operates at least five locations in the New York metropolitan area.

11. Ms. Reyes was a hardworking, dedicated employee who regularly earned praise for her work ethic. For example, Defendant Psathas told her, “I know you work very well.”

12. Because she relied solely on her earnings at Twin Donut in order to support herself, Ms. Reyes remained committed to her job despite the workplace abuses she endured.

13. Approximately five to seven times per month, whenever she was scheduled to work by herself, Ms. Reyes was required to stay past the end of her scheduled shift in order to clean and close the store. In some instances, Ms. Reyes was required to stay more than thirty (30) minutes past the end of her scheduled shift.

14. Ms. Reyes received no pay whatsoever for most of the time that she worked past the end of her scheduled shifts.

15. Because Ms. Reyes always clocked out when she left the workplace, and not before, Defendants were aware and/or should have been aware that Plaintiff was working additional time past the end of her scheduled shifts for which she was entitled to be compensated.

16. The time during which Ms. Reyes spent cleaning and closing the store constituted time controlled by Defendants and was for the benefit of Defendants' business.

17. This uncompensated time resulted in Ms. Reyes not being paid the minimum wage for all hours worked.

18. In addition, Ms. Reyes' wage statements from Twin Donut were inaccurate because they did not reflect the total number of hours Ms. Reyes worked.

19. Ms. Reyes also endured an unbearably hostile work environment. Starting from the time Ms. Reyes was hired and up until she announced her pregnancy, Defendant Psathas sexually harassed Ms. Reyes constantly.

20. For example, Defendant Psathas would touch Ms. Reyes' fingers on a regular basis, stating, "let me get the little finger," wanting to grab onto her hand. When Ms. Reyes told him no, Defendant Psathas would respond, "so let me get a leg," presumably intending to grope her leg.

21. On one occasion, Defendant Psathas touched Ms. Reyes' buttocks.

22. Ms. Reyes explicitly told Defendant Psathas to stop whenever he touched her inappropriately, to no avail.

23. Ms. Reyes was never informed of any company policy regarding sexual harassment, nor was she told that she could complain to anyone about sexual harassment.

24. Defendant Psathas has previously been accused of sexual harassment by Twin Donut employees. *See Lucy Bonilla Robinson & Petagay Natasha Warburton v. North Avenue Twin Donuts LLC, George P. Psathas & Peter Psathas*, Case No. 7:15-cv-06728-JCM (S.D.N.Y. 2015).

25. Defendant Psathas's harassment of female employees continues unabated, however.

26. Before announcing her pregnancy, Ms. Reyes worked Wednesday through Sunday for a total of around thirty-one (31) hours per week.

27. On or around Thursday, April 19, 2018, Ms. Reyes was approximately five months' pregnant. That day, Ms. Reyes informed Defendant Psathas that she was pregnant.

28. Defendant Psathas asked her how long she planned to continue working.

29. Ms. Reyes told Defendant Psathas that she planned to continue working until her eighth month of pregnancy.

30. On or around Saturday, April 21, 2018, Ms. Reyes saw that Defendant Psathas had cut her Wednesday, Thursday, and Friday shifts from the schedule, and reduced the number of hours of her Saturday and Sunday shifts.

31. Ms. Reyes then went to Defendant Psathas's office and asked him why he cut her hours.

32. Defendant Psathas explicitly told Ms. Reyes that he cut her hours because of her pregnancy. Shockingly, he told her, "***You got a treasure in there. You got a special thing in there. You can't work,***" and "***You can't play with your health.***" He even indicated that she

should have never become pregnant, stating, “*Do you want me to tell you I wish you were not pregnant? I wish.*” But that’s not the point right now.” He told her, accusingly, in reference to her pregnancy, “*You did this to me. I was depending on you.*”

33. Ms. Reyes insisted repeatedly that she could work and needed to work in order to pay her rent, explaining that she is alone in this country and must work to support herself.

34. Ms. Reyes definitively stated, “I definitely can work because I’m not at risk. I told you that I was planning to work for two more months. I can’t stop working, George.”

35. Defendant Psathas refused to restore Ms. Reyes’ hours.

36. Defendant Psathas made clear that his decision to cut Ms. Reyes’ hours had nothing to do with her job performance, stating, “I know you work very well,” “I wish you were here eight hours, ten hours a day, that’s how much I like you, ” and “I like you more than anybody else here.”

37. In the same conversation, Defendant Psathas stated that another employee had stopped working by the time she was six months’ pregnant.

38. On or around Sunday, May 6, 2018, Defendant Psathas removed Ms. Reyes from the schedule altogether.

39. Defendant Psathas told Ms. Reyes that he could not have her working at Twin Donut any longer because he could “get in trouble” with his insurance company for having a pregnant woman working there, without further explanation.

40. Ms. Reyes was never paid for approximately the last seventeen hours that she worked at Twin Donut.

41. Ms. Reyes retained counsel on or around May 8, 2018. Ms. Reyes's counsel contacted Twin Donut on or around May 9, 2018 to clarify the rights of pregnant employees and request that Ms. Reyes be immediately reinstated to her position.

42. On or around May 11, 2018, Ms. Reyes' counsel spoke with Twin Donut's Chief Operations Officer, Peter Psathas, who stated that he was not represented by counsel at the time.

43. In that conversation, Peter Psathas agreed that Twin Donut would immediately restore Ms. Reyes' hours; schedule Ms. Reyes' hours such that she would not have to work with or in physical proximity to Defendant Psathas; provide Ms. Reyes with back pay for each day that she was prevented from working; and allow Ms. Reyes to take parental leave and receive benefits pursuant to the New York State Paid Family Leave law.

44. Twin Donut failed to carry out any of these promises. Ms. Reyes' counsel attempted to contact Twin Donut multiple times following the May 11, 2018 conversation. Nonetheless, as of the time of this filing, Twin Donut has failed to reinstate Ms. Reyes to her position or provide her with any back pay. As a result, Ms. Reyes, who is drawing near to her August 17 due date, has been forced to apply for government assistance. Ms. Reyes has applied for unemployment insurance benefits and has begun applying for food stamps.

FIRST CAUSE OF ACTION
(Discrimination in Violation of New York State Human Rights Law)
Against All Defendants

45. Plaintiff repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

46. By the actions described above, among others, Defendants discriminated against Plaintiff on the basis of her gender and/or pregnancy in violation of the NYSHRL by denying Plaintiff the same terms and conditions of employment available to male employees, including,

but not limited to, subjecting her to a hostile work environment as well as reducing her hours and eventually terminating her employment on account of her gender and/or pregnancy.

47. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income for which Plaintiff is entitled to an award of damages.

48. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, for which Plaintiff is entitled to an award of damages.

SECOND CAUSE OF ACTION
(Aiding and Abetting in Violation of New York State Human Rights Law)
Against Defendant Psathas

49. Plaintiff repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

50. Defendant Psathas directly participated in the discriminatory conduct perpetrated against Plaintiff in violation of the NYSHRL, including, but not limited to, subjecting her to a hostile work environment, as well as reducing her hours and eventually terminating her employment on account of her gender and/or pregnancy.

51. At all relevant times, Defendant Psathas supervised Plaintiff and/or had the ability to control the terms and conditions of her employment, including, but not limited to, the power to terminate Plaintiff's employment.

52. Defendant Psathas knowingly or recklessly aided and abetted the unlawful discrimination against Plaintiff in violation of the NYSHRL, including, but not limited to,

subjecting her to a hostile work environment, as well as reducing her hours and eventually terminating her employment on account of her gender and/or pregnancy.

53. As a direct and proximate result of Defendant Psathas's unlawful and discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income for which Plaintiff is entitled to an award of damages.

54. As a direct and proximate result of Defendant Psathas's unlawful and discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, for which Plaintiff is entitled to an award of damages.

THIRD CAUSE OF ACTION
(Discrimination in Violation of New York City Human Rights Law)
Against All Defendants

55. Plaintiff repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

56. By the actions described above, among others, Defendants discriminated against Plaintiff on the basis of her gender and/or pregnancy in violation of the NYCHRL by denying Plaintiff the same terms and conditions of employment available to male employees, including, but not limited to, subjecting her to a hostile work environment as well as reducing her hours and eventually terminating her employment on account of her gender and/or pregnancy.

57. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income for which Plaintiff is entitled to an award of damages.

58. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, for which Plaintiff is entitled to an award of damages.

59. Defendants' unlawful and discriminatory actions constitute malicious, willful, and wanton violations of the NYCHRL for which Plaintiff is entitled to an award of punitive damages.

FOURTH CAUSE OF ACTION
(Aiding and Abetting in Violation of New York City Human Rights Law)
Against Defendant Psathas

60. Plaintiff repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

61. Defendant Psathas directly participated in the discriminatory conduct perpetrated against Plaintiff in violation of the NYCHRL, including, but not limited to, subjecting her to a hostile work environment, as well as reducing her hours and eventually terminating her employment on account of her gender and/or pregnancy.

62. At all relevant times, Defendant Psathas supervised Plaintiff and/or had the ability to control the terms and conditions of her employment, including, but not limited to, the power to terminate Plaintiff's employment.

63. Defendant Psathas knowingly or recklessly aided and abetted the unlawful discrimination against Plaintiff in violation of the NYCHRL, including, but not limited to, subjecting her to a hostile work environment, as well as reducing her hours and eventually terminating her employment on account of her gender and/or pregnancy.

64. As a direct and proximate result of Defendant Psathas's unlawful and discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to

suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income for which Plaintiff is entitled to an award of damages.

65. As a direct and proximate result of Defendant Psathas's unlawful and discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, for which Plaintiff is entitled to an award of damages.

66. Defendant Psathas's unlawful and discriminatory conduct constitutes a knowing, malicious, willful, and wanton violation of the NYCHRL for which Plaintiff is entitled to an award of punitive damages.

FIFTH CAUSE OF ACTION
(Failure to Pay Minimum Wage in Violation of NYLL §§ 650 *et seq.*)
Against Defendant Twin Donut

67. Plaintiff repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

68. Defendant Twin Donut did not pay Ms. Reyes the prevailing minimum wage for all hours worked for Defendants.

69. As a result of Defendant Twin Donut's failure to pay Ms. Reyes the prevailing minimum wage for all hours worked, Defendant Twin Donut violated the NYLL.

70. The foregoing conduct of Defendant Twin Donut constitutes willful violations of the NYLL.

71. Defendant Twin Donut's violations of the NYLL have damaged Ms. Reyes and entitle her to recover the total amount of her unpaid minimum wage, an additional amount in liquidated damages, and attorneys' fees and costs.

SIXTH CAUSE OF ACTION
(Failure to Make Payments Following Separation in Violation of NYLL § 191)
Against Defendant Twin Donut

72. Plaintiff repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

73. Defendant Twin Donut did not pay Ms. Reyes for hours she had already worked following the termination of her employment with Defendant.

74. Defendant Twin Donut did not have a good faith basis to believe that its failure to pay the minimum wage was in compliance with the law.

75. As a result of Defendant Twin Donut's willful and unlawful conduct, Plaintiff is entitled to an award of damages in an amount to be determined at trial, plus liquidated damages, prejudgment interest, and reasonable attorneys' fees and costs.

SEVENTH CAUSE OF ACTION
(Failure to Provide Accurate Wage Statements in Violation of NYLL § 195(3))
Against Defendant Twin Donut

76. Plaintiff repeats and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

77. Defendant Twin Donut has willfully failed to supply Ms. Reyes with accurate statements of wages as required by NYLL § 195(3), containing the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked, including overtime hours worked if applicable; deductions; and net wages.

78. Through its knowing or intentional failure to provide Ms. Reyes with the accurate wage statements required by the NYLL, Defendant Twin Donut has willfully violated the NYLL.

79. Due to Defendant Twin Donut's NYLL violations, Ms. Reyes is entitled to statutory penalties of \$100 for each workweek that Defendant Twin Donut failed to provide her with accurate wage statements, or a total of \$2,500.00, reasonable attorneys' fees, costs, and injunctive and declaratory relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendants for the following relief:

A. A declaratory judgment that the actions, conduct, and practices of Defendants complained of herein violate the laws of the State of New York and the City of New York;

B. An injunction and order permanently restraining Defendants and its partners, officers, owners, agents, successors, employees and/or representatives, and any and all persons acting in concert with them, from engaging in any such further unlawful conduct, including the policies and practices complained of herein;

C. An award of damages against Defendants, in an amount to be determined at trial, plus interest, to compensate for all monetary and/or economic damages, including, but not limited to, loss of past and future income, wages, compensation, seniority, and other benefits of employment;

D. An award of damages against Defendants, in an amount to be determined at trial, plus interest, to compensate for all non-monetary and/or compensatory damages, including, but not limited to, compensation for Plaintiff's emotional distress;

E. An award of damages for any and all other monetary and/or non-monetary losses suffered by Plaintiff, including, but not limited to, loss of income, reputational harm, and harm to professional reputation, in an amount to be determined at trial, plus interest;

- F. An award of punitive damages in an amount to be determined at trial;
- G. Prejudgment interest on all amounts due;
- H. An award of costs that Plaintiff has incurred in this action, including, but not limited to, expert witness fees, as well as Plaintiff's reasonable attorneys' fees and costs to the fullest extent permitted by law; and
- I. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: August 2, 2018
New York, NY

Respectfully submitted,

A BETTER BALANCE

By: 

Dina Bakst
Elizabeth Chen
Marcella Kocolatos

40 Worth Street
10th Floor
New York, NY 10013
Telephone: (212) 430-5982
dbakst@abetterbalance.org
echen@abetterbalance.org
mkocolatos@abetterbalance.org

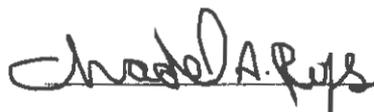
Attorneys for Plaintiff

VERIFICATION

Chadel Reyes, being duly sworn, deposes and says:

I am one of the Plaintiffs in the above-entitled action. I have read the foregoing Complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters, I believe them to be true.

To the best of my knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers or the contentions therein are not frivolous as defined by Subsection (e) of Section 130-1.1 of the Rules of the Chief Administrative Judge (22 NYCRR).



Chadel Reyes, Plaintiff

Sworn to before me this 7th day of August, 2018



Notary Public

ELIZABETH J. CHEN
Notary Public, State of New York
No. 02CH6322065
Qualified in Westchester County
Commission Expires March 30, 2019